

JPA #90-64

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY

KR 90-1959-TRO

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF COCONINO, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY,

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the Coconino County. This work shall consist of the installation of new traffic signals at the following location:

US 89 at Townsend/Winona Road
MP 420.69 - Coconino County
Project 89 CN 420 H284801C F-037-1-507

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall advertise for bids and award a contract for the installation of the traffic signals on US 89 at Townsend/Winona Road, MP 420.69 in Coconino County,

2. The STATE will be responsible for any contractor claims for extra compensation attributable to State.

3. The COUNTY, upon completion of the work shall reimburse the State for 33% of the final construction and engineering costs at SR US 89 at Townsend/Winona Road, not to exceed \$26,666 for its share of the cost of the work.

4. The COUNTY will, be responsible for any contractor claims for extra compensation attributable to the County.

5. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

6. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S §38-511.

7. The provisions of A.R.S. §35-214 are applicable to this Agreement.

8. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

9. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

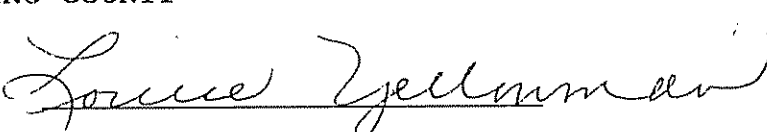
10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
State Traffic Engineer

DATE: July 31, 1990

COCONINO COUNTY

BY: 
TITLE: VICE CHAIRMAN

DATE: June 4, 1990

ATTEST:


Clerk of the Board of Supervisors

EXHIBIT "A"

CONSENT AGENDA: In response to Board inquiry on item c) 1., Mr. Hance stated that he had had intensive discussion on this item with the Reid's and they are aware of the situation, they are understanding of the County's position.

Responding on inquiry of item d), Ms. Juarez stated the fencing of this area is required to aide in preventing inmate escape.

Supervisor Sedillo declared that do to a conflict of interest he would abstain from voting on item e).

There being no questions or comments, upon motion made by Supervisor Wells, seconded by Supervisor Sedillo and carried unanimously, the Board approved the Consent Agenda with the exclusion of item e).

Upon motion made by Supervisor Anderson, seconded by Supervisor Wells, with Supervisor Sedillo abstaining, the Board approved item 7. e).

a) RESOLUTIONS

1. No. 90- , A Resolution of the Coconino County Board of Supervisors Relating to JTPA Employment and Training Programs: Approving the Intergovernmental Agreement between Coconino County and the State of Arizona Department of Economic Security.

2. No. 90- , A Resolution Stating Intention to Participate and Provide Matching Funds for the Family Counseling Program Fund.

3. No. 90- , A Resolution to Accept the Grant from the Arizona Department of Public Safety Criminal Justice Enhancement Funds.

4. No. 90- , Authorizing the Board of Supervisors to Negotiate a Contract with the Arizona Department of Transportation for the Services of Public Transportation and Dial A Ride.

b) AGREEMENTS/CONTRACTS/AMENDMENTS

1. Agreement for Services between the Coconino County Career and Training Center and Page Community Schools for the purpose of providing training services for summer youth educational instruction at a cost of \$595.80 per participant. Effective date if from June 11, 1990 through August 3, 1990. (RFP #90-07)

2. Construction Intergovernmental Agreement between the Arizona Department of Transportation and Coconino County for the installation of new traffic signals on US 89 at Townsend/Winona Road, MP 420.69, Project 89 CN 420 #284801C F-037-1-507.

3. Maintenance Intergovernmental Agreement between the Arizona Department of Transportation and Coconino County for the operation and maintenance of traffic signals and/or highway lighting on US 89 at Townsend/Winona Road, MP 420.69.

4. Intergovernmental Agreement between the Arizona Department of Economic Security and the Coconino County Board of Supervisors to provide for delivery of Title IIA program services to eligible County residents. The reimbursement ceiling shall be \$469,648, from July 1, 1990 through June 30, 1991.

5. Cooperative Agreement between the Superintendent, Grand Canyon National Park, National Park Service, United States Department of the Interior and the Coconino County Sheriff for Concurrent Criminal Jurisdiction at the Grand Canyon National Park, from January 1, 1990 through December 31, 1992.

6. Criminal Justice Enhancement Fund Award Agreement, DPS Contract No. 90-277 between the Arizona Department of Public Safety and the Coconino County Sheriff's Department to provide funding for the Drug Interdiction Program and the Narcotics Coordinator in the Criminal Investigation Division. Grant amount is \$41,000 from June 18, 1990 through June 17, 1991.

7. Ratify the entering into of an Intergovernmental Agreement by the Chairman on May 7, 1990, between Coconino County and Navajo County to provide labor, equipment and materials to properly maintain the Clear Creek road (Chevelon Butte Road) from the Apache-Sitgreaves National Forest boundary to the Mutual County Line. Amount of contract is \$34,289.73 which is an overrun from FY 88/89 and for installation of a new cattleguard for \$20,000.

c) COUNTY ATTORNEY, Terence C. Hance, Chief Deputy County Attorney:

1) Approved the proposed Stipulated Judgement for Jauregui lawsuit, No. 90-0518.

2) Denied the claim against Sheriff Joe Richards by William Hill. (CV 900676)

3) Denied the claim against Coconino County by William Hill. (CV 900675)

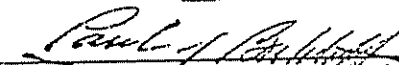
d) SHERIFF'S DEPARTMENT: Approved and signed the City of Flagstaff Application for a Board of Adjustment Hearing to request a variance to fence off an area adjacent to the jail.

e) Acknowledged and approved as submitted the Orders of Appointment as requested by Superior Court Presiding Judge, William F. Garbarino, for Soledad Robledo and Charles Lopez, Justice of the Peace Pro Tempore, for a period of six months, effective January 1, 1990 and for six months effective June 1, 1990 and V. L. "Shorty" Morrow for a period of six months, effective November 1, 1989 and for six months effective May 1, 1990.

f) TAXROLL CHANGES as requested by the County Assessor for 1987, 1988 and 1989 Secured and Unsecured Taxroll, Nos. 368 to 379, inclusive.

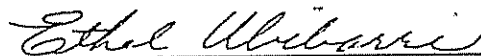
g) OTHER: Notary Bonds as approved by the Chairman; Pauline Muller, Dorothy A. Crock, Evelyn J. Yazzie, Robert LaCivita, Yvonne Williams, WESTERN SURETY COMPANY; Sondra Lancia, Victoria G. King, Cal J. McLoy, Anna M. Terrill, Susan Tamburro, STATE FARM FIRE AND CASUALTY COMPANY; Shelia A. Murry, AMERICAN BONDING COMPANY; Nancy J. Wilson, Teri L. Crysler, MERCHANTS BONDING COMPANY; Robert D. Abrahamson, William H. Packard III, RANGER INSURANCE COMPANY; Katherine I. Wagon, AETNA LIFE & CASUALTY; Permits to Use County Highways; Appointment of Deputy Registrars, Cindy L. Christman, Bertha Horson Barlow, Rance Stephen Makuch; Expense Warrant Register audited, allowed and ordered paid: May 29, 1990, Warrant #90009760-90009921, Register Total \$594,789.20.

COCONINO COUNTY BOARD OF SUPERVISORS


Paul J. Babbitt, Jr., Chairman

(SUPERVISOR'S SEAL)

ATTEST:


Ethel Ulibarri, Clerk of the Board

7. Ratify the entering into of an Intergovernmental Agreement by the Chairman on May 7, 1990, between Coconino County and Navajo County to provide labor, equipment and materials to properly maintain the Clear Creek road (Chevelon Butte Road) from the Apache-Sitgreaves National Forest boundary to the Mutual County Line. Amount of contract is \$34,289.73 which is an overrun from FY 88/89 and for installation of a new cattleguard for \$20,000.

c) COUNTY ATTORNEY, Terence C. Hance, Chief Deputy County Attorney:

1) Approved the proposed Stipulated Judgement for Jauregui lawsuit, No. 90-0518.

2) Denied the claim against Sheriff Joe Richards by William Hill. (CV 900676)

3) Denied the claim against Coconino County by William Hill. (CV 900675)

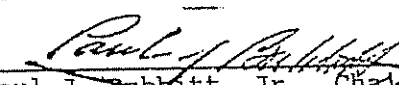
d) SHERIFF'S DEPARTMENT: Approved and signed the City of Flagstaff Application for a Board of Adjustment Hearing to request a variance to fence off an area adjacent to the jail.

e) Acknowledged and approved as submitted the Orders of Appointment as requested by Superior Court Presiding Judge, William F. Garbarino, for Soledad Robledo and Charles Lopez, Justice of the Peace Pro Tempore, for a period of six months, effective January 1, 1990 and for six months effective June 1, 1990 and V. L. "Shorty" Morrow for a period of six months, effective November 1, 1989 and for six months effective May 1, 1990.

f) TAXROLL CHANGES as requested by the County Assessor for 1987, 1988 and 1989 Secured and Unsecured Taxroll, Nos. 368 to 379, inclusive.

g) OTHER: Notary Bonds as approved by the Chairman; Pauline Muller, Dorothy A. Crock, Evelyn J. Yazzie, Robert LaCivita, Yvonne Williams, WESTERN SURETY COMPANY; Sondra Lancia, Victoria G. King, Cal J. McLoy, Anna M. Terrill, Susan Tamburro, STATE FARM FIRE AND CASUALTY COMPANY; Shelia A. Murry, AMERICAN BONDING COMPANY; Nancy J. Wilson, Teri L. Crysler, MERCHANTS BONDING COMPANY; Robert D. Abrahamson, William H. Packard III, RANGER INSURANCE COMPANY; Katherine I. Wagnon, AETNA LIFE & CASUALTY; Permits to Use County Highways; Appointment of Deputy Registrars, Cindy L. Christman, Bertha Horson Barlow, Rance Stephen Makuch; Expense Warrant Register audited, allowed and ordered paid: May 29, 1990, Warrant #90009760-90009921, Register Total \$594,789.20.

COCONINO COUNTY BOARD OF SUPERVISORS


Paul J. Babbitt, Jr., Chairman

(SUPERVISOR'S SEAL)

ATTEST:


Ethel Ulibarri, Clerk of the Board

EXHIBIT "B"

APPROVAL OF THE COCONINO COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and COCONINO COUNTY, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 18 day of May, 1990.

COCONINO COUNTY

BY:

Terence C. Vance
County Attorney

CONSTRUCTION - TRAFFIC SIGNALS

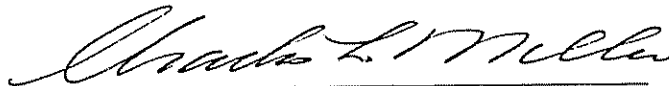
US 89 at Townsend/Winona Road

Coconino County

Project 89 CN 420 H2848 01C F-037-1-507

RESOLUTION

BE IT RESOLVED on this 9th day of May, 1990, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with COCONINO COUNTY for the installation of traffic signals and/or highway lighting justified by a signal warrant study. Coconino County shall reimburse the STATE for 33% of the final construction and engineering costs not to exceed \$26,666 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



CHARLES L. MILLER, Director
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A.G. Contract No. KR90-1959-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of August, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over the typed name and title.

JAMES R. REDPATH
Chief Counsel
Transportation Division

6240G

NO. 15058

FILED WITH SECRETARY OF STATE

Date Filed 8/14/90

Jim Shumway
Secretary of State

By

Wing V. Gruenewald